



<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)</b>					PAGE 2 OF 30	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	<b>SEE SCHEDULE</b>					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY ( <i>Print</i> )		
				42b. RECEIVED AT ( <i>Location</i> )		
				42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS	

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Posters FFP Provide Poster IAW PWS Paragraph 1.3.1 and 5.1.1 FOB: Destination SIGNAL CODE: A	12	Months		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Banners FFP Provide Banners IAW PWS Paragraph 1.3.2 and 5.1.2 FOB: Destination SIGNAL CODE: A	3	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Newsletter FFP Provide Newsletters IAW PWS Paragraph 1.3.3 and 5.1.3 FOB: Destination SIGNAL CODE: A	12	Months		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Website Moderator FFP Provide Website Moderator Services IAW PWS Paragraph 1.3.4 and 5.1.4 FOB: Destination SIGNAL CODE: A	12	Months		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Peace Forums and Video Recording FFP Organize Peace Forums and Video Recording IAW PWS Paragraph 1.3.5, 1.3.6, 5.1.5 and 5.1.6 FOB: Destination SIGNAL CODE: A	12	Months		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Radio Show FFP Organize a Radio Show IAW PWS Paragraph 1.3.7 and 5.1.7 FOB: Destination SIGNAL CODE: A	12	Months		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Social Media FFP Organize Social Media Sites IAW PWS Paragraph 1.3.8 and 5.1.8 FOB: Destination SIGNAL CODE: A	12	Months		

---

NET AMT

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 23-SEP-2013 TO 22-SEP-2014	N/A	U.S. EMBASSY KENYA - MIST OFFICE PETRIE CHRISTOPHER U.S. EMBASSY, KENYA NAIROBI 00621 FOB: Destination	N3654A
0002	POP 23-SEP-2013 TO 22-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3654A
0003	POP 23-SEP-2013 TO 22-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3654A
0004	POP 23-SEP-2013 TO 22-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3654A
0005	POP 23-SEP-2013 TO 22-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3654A
0006	POP 23-SEP-2013 TO 22-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3654A
0007	POP 23-SEP-2013 TO 22-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N3654A

## CLAUSES INCORPORATED BY REFERENCE

52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.212-4	Contract Terms and Conditions--Commercial Items	JUL 2013
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.225-7041	Correspondence in English	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997

252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7011	Payments in Support of Emergencies and Contingency Operations	MAY 2013
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JULY 2013)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is

in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer meets the acceptability standards for non-cost factors and whose price is the lowest. All non-cost factors will be evaluated on a "acceptable/unacceptable" basis. The following factors shall be used to evaluate offers:

**Past Experience per 3.1 and 3.2 (2 years experience in doing Forums or interaction with at risk youth in Kenya) (Provide documentation of other contracts or forums you have done in Kenya)**

**Past Experience per 3.4 (1 years experience in managing or developing of websites) (Provide a list of websites developed or operated)**

**Work Location per 3.3 the contract shall submit a letter on company letterhead confirming they understand that all poster and peace forum are to be placed/hosted in the Eastleigh District**

**Complete Attached Vetting questionnaire for the company and any personnel projected to work on this contract**

**Contractor shall provide documentation to show they meet the above requirements. All documentation must be within the past 5 years.**

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

X Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

\_\_\_\_ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).

\_\_\_\_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

\_\_\_\_ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_\_ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

\_\_\_\_ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_\_ (11) [Reserved]

\_\_\_\_ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (NOV 2011).

\_\_\_\_ (iii) Alternate II (NOV 2011).

\_\_\_\_ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_\_ (14) 52.219-8, Utilization of Small Business Concerns (July 2013) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_\_ (15)(i) 52.219-9, Small Business Subcontracting Plan (July 2013) (15 U.S.C. 637(d)(4)).

\_\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_\_ (iv) Alternate III (Jul 2010) of 52.219-9.

\_\_\_\_ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

\_\_\_\_ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

\_\_\_\_ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_\_ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (July 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

\_\_\_\_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

\_\_\_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).

\_\_\_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).

\_\_\_\_ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_\_\_\_ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).

\_\_\_\_ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

\_\_\_\_ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

\_\_\_\_ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

\_\_\_\_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

\_\_\_\_ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

\_\_\_\_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_\_ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

\_\_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.

X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_\_ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

\_\_\_\_ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (MAR 2012) of 52.225-3.

(iii) Alternate II (MAR 2012) of 52.225-3.

(iv) Alternate III (NOV 2012) of 52.225-3.

(41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_\_ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

\_\_\_\_ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_\_ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (50) 52.232-36, Payment by Third Party (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).

\_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

\_\_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

\_\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days.

(End of clause)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfars/>

(End of provision)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfars/>

(End of clause)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

## 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

## 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077

(End of clause)

PWS (22 AUG 2013)

## PERFORMANCE WORK STATEMENT

## **MULTIMEDIA AND FORUM SERIES MILITARY INFORMATION SUPPORT TEAM - KENYA**

1. **GENERAL:** This Military Information Support Team-Kenya requirement is for a single management firm to produce and disseminate Military Information Support Operations messages and to gather feedback information from Somali Muslim youth in Eastleigh, Nairobi, Kenya.

1.1 **Description of Services/Introduction:** The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform production and dissemination services as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2 **Objectives:** Produce posters for 12 peace forums based on designs created in collaboration with the customer (to advertise forums), three banners, a monthly program newsletter, and a radio show to be aired twice a week. Moderate a central website to be associated with the forums and radio show along with appropriate social media sites as requested by the customer. Provide video recordings of forums for documentation and analysis. All services will be provided in order to counter the malign influence of violent extremist organizations.

1.3 **Scope:** Contractor shall provide services as set forth below for a period of 12 months. Details for this requirement are in paragraph 5 and 6 of this Performance Work Statement.

1.3.1 **Posters:** Contractor shall produce fifty posters per forum to be used as advertisements for the peace forums to be disseminated at locations throughout Eastleigh, Nairobi. The poster design and dissemination locations shall be approved by the customer. See 5.1.1 for further details.

1.3.2 **Banners:** Contractor shall produce three banners that will be displayed throughout the series at the peace forums. The banner design shall be approved by the customer. See 5.1.2 for further details.

1.3.3 **Program Newsletter:** Contractor shall produce a monthly Program Newsletter that will be disseminated at the forums. The contractor shall produce two versions per newsletter: a Somali language and an English language version. See 5.1.3 for further details.

1.3.4 **Website:** Contractor shall moderate and manage a comprehensive multi-platform website solution to the customer in accordance with the stipulations and definitions offered by this document. See 5.1.4 for further details.

1.3.5 **Peace forums:** Contractor with customer approval may conduct a total of 12 peace forums during the period of performance. Multiple forums per month are allowed up to the total of 12 forums within the period of performance with customer approval. See 5.1.5 for further details.

1.3.6 **Video recordings:** Contractor will provide audio/visual recordings edited per the direction of the customer of each peace forum to the customer within 14 days following the event. See 5.1.6 for further details.

1.3.7 **Radio Show:** The contractor shall produce a radio show to be aired twice weekly on STAR FM. The title of the show shall be approved by the customer in coordination with the contractor. See 5.1.7 for further details.

1.3.8 **Social Media:** All Social Media pages shall be created at the request of the customer. The Social Media pages launch will be completed NLT 60 days from the start of the period of performance. See 5.1.8 for further details.

1.4 **Period of Performance:** Period of performance will commence from the given start date. The period of performance is twelve months from the beginning of the program. The contract start date will be issued by the contracting office via formal message.

1.5 **Security:** The contractor shall meet the security requirements as set forth below:

1.5.1 The U.S. Government has the right to require additional background / security checks if deemed necessary by the U.S. Government. The contractor is required to complete Attachment 1 (Vetting Questionnaire) for all employees working on this contract. All contractor employees working on this contract will be required to read and sign a Non-Disclosure Agreement after award. If it is determined at any time during the performance of this contract that the Contractor is a risk to U.S. Government personnel or property, this determination shall be grounds for immediate termination of this contract, for cause.

1.5.2 The contractor may be required to work with government sensitive information in the performance of this contract. All information to which the Contractor is exposed while in the presence of U.S. Government Officials shall be considered confidential in nature and shall not be disclosed to other parties. The contractor must comply with all provisions that are prescribed in DFARS 252.204-7000 (Disclosure of Information) and DFARS 252.204-7003 (Control of Government Personnel Work Product).

1.5.3 The Contractor shall advise U.S. Government personnel if situations arise during conversations that could reflect adversely upon the U.S. Government.

1.5.4 In certain cases the contractor may be required to continue their services during a level of heightened state of threat. The contractor shall continue to provide services to the best of their ability.

## 2. **DEFINITIONS AND ACRONYMS:**

2.1 **“CJTF-HOA”** shall mean Combined Joint Task Force – Horn of Africa.

2.2 **“Contractor”** shall mean any media vendor that responds to this solicitation and submits a proposal/bid or in the event of contract award, the media vendor awarded the Contract.

2.3 **“TPOC”** shall mean the Technical Point of Contact. The person, who has been designated by the Contracting Officer to monitor the awarded Contractor's compliance within this related PWS. The TPOC further monitors Contractor performance and reports directly to the Contracting Officer. The TPOC can direct the Contractor to perform duties within the scope of this PWS, but only the Contracting Officer (not the TPOC) shall authorize additional work outside the scope. The TPOC will be a member of MIST-KE.

2.4 **“US Embassy”** shall mean US Embassy Nairobi.

2.5 **“Government”** shall mean the United States of America.

2.6 **“Customer”** shall mean Military Information Support Team-Kenya. Contractor shall communicate with Customer thru the TPOC, except for those items requiring personal instructions from the Contracting Officer."

## 2.7 **Acronyms:**

DFAR	Defense Federal Acquisition Regulation
DFARS	Defense Federal Acquisition Regulation Supplement
DOD	Department of Defense
IN	Internet
KO	Contracting Officer
MIST	Military Information Support Team
NL	Newsletter
POC	Point of Contact
PWS	Performance Work Statement
PS	Poster
TPOC	Technical Point of Contact
VD	Video
RD	Radio

## 3. **TECHNICAL REQUIREMENTS:** Contractor must demonstrate the following capabilities:

3.1 The contractor must have a minimum of two years documented experience in managing media contracts such as actual production and dissemination of previous projects.

3.2 The contractor must have familiarity and history in conducting forums within Kenya.

3.3 The contractor must have local knowledge and expertise on issues of violent extremism within Eastleigh and required to conduct the peace forums in the Eastleigh District.

3.4 The contractor must have the capability to operate a website effectively.

#### **4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:**

4.1 General: The Contractor shall procure all supplies, equipment, materials, facilities, and services required to perform work under this contract.

#### **5. DELIVERABLES:**

5.1 Basic Services. The contractor shall provide services as outlined below for a period of 12 months.

5.1.1 **Posters:** As stated in 1.3.1 the contractor shall produce fifty posters per forum to be used as advertisements for the peace forums to be disseminated at locations throughout Eastleigh, Nairobi. The poster design and dissemination locations shall be approved by the customer three weeks prior to the peace forum, in order to be disseminated two weeks prior to the given forum. There will be a total of four poster designs produced during the course of this series. Each poster shall be A3 size glossy and full color. The posters will be one-sided.

5.1.2 **Banners:** As stated in 1.3.2 the contractor shall produce three banners that shall displayed be at the peace forums. The banners will be produced NLT two weeks prior to the first peace forum and re-used for each of the following peace forums. The banner design shall be approved by the customer.

5.1.3 **Program Newsletter:** As stated in 1.3.3 the contractor shall produce a monthly Program Newsletter that will be disseminated at the forums. The contractor shall produce two versions per newsletter: a Somali language and an English language version. All content specified to be produced for the newsletter by the contractor shall be sent via email to the customer NLT 5:30pm 7 days prior to the forum, in order to receive approval from the customer and the US Embassy prior to dissemination. The contractor is responsible for assembling and translating the items. The customer will provide the contractor with the total number of Program Newsletters to be printed that month with no month exceeding 300 printed copies to be handed out during the peace forum as described in 5.1.5. The newsletter will contain the following items at a minimum:

a) A calendar and schedule of events associated with this series, such as the radio show, future forums.

b) Radio program summary. The host of the radio program will provide a weekly article pertaining to the topic discussed on the radio program for that week as described in 5.1.4.a.v. One or all of these articles will be printed in the Program Newsletter. The topics for the following month's radio shows will also be listed (if approved and available). Topics and final article will be approved by the customer.

c) Winning entries from that month's contest (if contest was held) as described in 5.1.4.a.iv.

d) Comments by users of the social media pages, SMS texts and/or call-ins from the radio show. The customer will select which comments to include in the newsletter and provide them to the contractor during newsletter development.

e) The customer reserves the right to add or subtract any item from each newsletter.

5.1.4 **Website:** As stated in 1.3.4 the contractor shall moderate and manage a comprehensive multi-platform website solution to the customer in accordance with the stipulations and definitions offered by this document.

STIPULATING TERMS: The contractor will manage or may subcontract the management of this website's content while the customer retains final approval authority for all website content in addition to retaining the right to mandate content creation or revision. The contractor will ensure that moderation and management is executed within the timelines established by this document.

a) The content that the contractor will be responsible for moderating and managing will consist of:

i) Homepage: The home page will welcome users to the website, with hyperlinked graphics that encourage users to participate in the discussions [links to discussion board (5.1.4.a.iii), compete in contests (5.1.4.a.iv), listen to the show (5.1.4.a.v), join us (5.1.4.a.iii), 'who are we?' (5.1.4.a.vi), and read more (5.1.4.a.ii). A plain text comments/suggestions link will provide the user an opportunity to leave opinions and suggestions related to the website design and use; these comments will be reviewed by the customer and contractor but will not be made public.

ii) News – This page contains information about upcoming and previous peace forums, as well as articles from online open sourced media that are relevant to selected discussion topics; past, present and future. News articles will be selected and reviewed by the customer for posting to the news page in order to relate the articles to discussion topics. Users will be able to comment on the article or reply to another user's comment in threaded discussions beneath each article, provided that they are registered and signed in. The user will be able to view all news without signing-in, but comments and replies will require user sign-in. The contractor is required to notify the customer of any comments or replies that are inappropriate in nature, and the customer retains the right to direct any comment or reply's deletion.

iii) Discussion – The discussion board will be on one of the publically available online bulletin board templates, allowing users to start threaded discussions on topics of their choosing. The contractor has primary responsibility for discussion board moderation, although the customer retains overall authority for moderation and discussion board structure. The board itself will be somewhat sparse initially, and will expand as the base of users, topical variety, and quantity of discussion threads increase. The customer retains the right to adjust the board rules, structure and moderating authority as necessary.

iv) Contest – This page provides an overview of the current contest topic, previous topics and winners, and encourages users to submit entries and decide winners in the ‘Online Contest’ discussion board. The customer will coordinate with the contractor in advance for all contest topics/deadlines/prizes on a case-by-case basis, with the objective of hosting monthly contests. Previous contest winners and honorable mentions will be viewable on this page for users to share, like or tweet through embedded widgets from Facebook, Twitter and, when applicable, YouTube. Winning entries will be posted to the news page and discussion board, and included in the printed version.

v) Radio Show – This page hosts audio recordings from the radio show described in 1.4.7 and announces the upcoming broadcast schedule. The contractor is responsible for uploading and posting the audio recordings to the site NLT the Sunday following the live broadcast. This section will have the host/hosts summary of the topic for the week as described in 5.1.7, and contain a link to the Facebook page for the radio show described in 5.1.7.

vi) About Us – This page describes the websites’ purpose, contact information (this information will be that of the contractor or subcontractor), mailing address and any other pertinent information. The customer retains the right to direct the modification of the ‘About Us’ page’s contents at any time. A plain text ‘Partners’ link will load a page that displays the acting partners of the website to include the contractor/NGO and US Embassy Nairobi. Other partners may be added in the future with the customer’s approval.

**5.1.5 Peace forums:** As stated in 1.3.5 the contractor with customer approval may conduct a total of 12 peace forums during the period of performance. Multiple forums per month are allowed up to the total of 12 forums within the period of performance with customer approval. Additional peace forums will be at the contractor’s expense. If refreshments are to be served at the peace forum it will be at the contractor’s expense. The locations and dates of the peace forums shall be approved by the customer. Forum hosts shall be approved by the customer. The forums will meet the following criteria:

a) The first forum will occur within 60 days of the start of the period of performance. Subsequent forums will occur monthly unless otherwise instructed by the customer.

b) A venue in Eastleigh, Nairobi or alternate as approved by the customer will be rented. The venue will be procured by the contractor. Locations of the forums are at the contractor’s discretion with final approval by the customer.

c) Duration will be a minimum of two hours.

d) Each forum can/may consist of live performances with counter violent extremism themes, lectures on approved topics and themes, and open discussions with the audience. All live performances will be approved by the customer. The customer may direct that the documentary

film or select parts of the documentary film “Broken Dreams” be shown at one or more of the forums.

e) Be recorded with audio/video equipment.

f) Branded hats, tee-shirts and non-branded female head-scarves will be distributed. The customer will provide the contractor with the number of items to produce for each forum within a reasonable time period prior to the forum in order to allow time for production. Certificates of participation will be given to each participant for activities specified by the customer. The contractor and the customer will agree on the design of these items and when to award them prior to their dissemination. Two 1,000Ksh and one 5,000Ksh Nakumatt vouchers will be raffled at each forum. (Contractor shall provide Contracting Officer and /or TPOC cost break-out of all consumables used in forums monthly. IE, shirts, hats, certificates and female scarves)

g) The printed version of the Program Newsletter, will be given to each participant. The printed newsletters will be printed in accordance with section 5.1.3.

h) Attendance will consist of at least 100 attendees but will not exceed 300. As part of the advertising for each forum there will be direction for pre-forum registration to ensure there will be the minimum 100 attendees required. If there are not 100 attendees registered to attend any given forum prior to its execution the customer reserves the right to cancel that forum when reasonable and possible.

i) A public address system and video screening equipment will be utilized during the forums.

j) Security will be provided at each event at the expense of the contractor.

k) Demographic data will be collected for each forum to include: Total number of attendees, number of female attendees, number of male attendees, and their ages will be emailed to the customer NLT 7 days after the given forum.

**5.1.6 Video recordings:** As stated in 1.4.6 the contractor will provide audio/visual recordings edited per the direction of the customer of each peace forum to the customer within 14 days following the event.

**5.1.7 Radio Show:** As stated in 1.4.7 the contractor shall produce a radio show to be aired twice weekly on STAR FM. The title of the show shall be approved by the customer in coordination with the contractor. The first script will be produced in Somali and English, and be submitted to the customer within 45 days after award. All others scripts will be produced in Somali and English, and emailed to the customer NLT 7 days prior to airing. The same topic and script will be utilized for both radio shows that take place in a given week. The script will be approved by the customer prior to airing. The radio show will meet the following criteria at a minimum:

- a) Live airings, with the option to rebroadcast precious shows as per customer approval, weekly on Tuesday and Thursday between 1600hrs and 2100hrs local time.
- b) Radio show will be a 45 minute program.
- c) Show will have a minimum of one host and will not have more than four. Host/hosts will be approved by the customer.
- d) Format for the show may consist of lectures, discussions, or a combination of the two:
  - i) Lectures will be 30 minutes long and will consist of topics approved by the customer. This will be followed by 15 minutes of discussion with the audience by the host. Topics of each show will be approved by the customer. One topic will be chosen for each week the show airs and will be discussed on both broadcasts for that week. Questions will reach the host by way of phone call, text message, and respond according to the approved list of topics given by the customer.
  - ii) Discussion will consist of a moderator and a guest speaker(s) discussing a topic for a set segment of time (i.e. 10 minutes) within the show specified by the customer followed by a segment of time (i.e. 5 minutes) for audience questions. These two segments will alternate for the duration of the show. Questions will reach the host by way of phone call or text message, and response must be in line with the approved script/topic given by the customer.

**5.1.8 Social Media:** All Social Media pages shall be registered either by or at the request of the customer. The Social Media accounts' launch will be completed NLT 60 days from the start of the period of performance. Final approval for all posted content must be given by the customer in advance. The contractor shall ensure the customer retains administrative access to all Social Media accounts. Social Media accounts include but are not limited to Facebook, Twitter, and YouTube. Social Media accounts will be registered concurrent to the main website's launch. The name of the Social Media accounts will be decided and approved by the customer in coordination with the contractor. All Social Media profile pages must provide links to the other respective Social Media accounts in addition to a link back to the series' website. The design for the Social Media accounts' avatars, backgrounds, etc. must be approved by the customer prior to upload. Finally, the customer will advise in all cases where this document lacks clarity on the use of the Social Media. The Social Media profile pages will meet the following criteria at a minimum:

- a) Links to radio show recordings, posted videos, and articles on the website described in 5.1.4.
- b) Advertisement of the Radio Show's broadcast schedule and any additional means of asking/answering questions as described in 5.1.7.
- c) Will promote the main Series Website, Peace Forums, and Radio Show. Any additional promotions must be approved by the customer.

d) Audience member's comments/questions must be monitored and responded to with the approval of the customer by the website moderator.

**6. QUALITY ASSURANCE:** The contractor will notify the Contracting Officer/TPOC after they have completed each deliverable as outlined in sections 5 and 6. The TPOC will utilize the below chart to document completion of required task. Any failure of task shall result in re-performance of task at no additional cost to the government. Failure to adhere to any of the requirements and instructions mentioned within this Performance Work Statement will be considered defective service and possible grounds for termination of contract.

<u>Deliverable</u>	<u>Performance Threshold</u>	<u>Met/Unmet</u>	<u>Verified By</u>
Poster (PS) Production 5.1.1	50/50 per given Peace Forum		TPOC
Poster (PS) Dissemination 5.1.1	50/50 per given Peace Forum		TPOC
Peace Forum Banner production 5.1.2	3/3 once		TPOC
Peace Forum Banner Dissemination 5.1.2	3/3 per Peace Forum		TPOC
Printed Newsletter Production 5.1.3 (h)	1/1 per given month		TPOC
Printed Newsletter Dissemination 5.1.3 (h)	1/1 per given month		TPOC
Website (IN) Management/Moderation 5.1.4	1/1 meeting all requirements outlined in 5.1.4		TPOC
Peace Forum (AC) 5.1.5	1/1 per given Peace Forum meeting all requirements outlined in 5.1.5		TPOC
Peace Forum Handouts (Newsletter) 5.1.5 (g)	100-200 per forum		TPOC
Video (VD) Production 5.1.5 (e)	1/1 per given Peace Forum		TPOC
Video (VD) to Customer	1/1 per given		TPOC

5.1.6	Peace Forum		
Radio Broadcast (RD) Production 5.1.7	2/2 per given week		TPOC
Radio Broadcast (RD) Dissemination 5.1.7 (a)	2/2 per given week		TPOC
Social Media (IN) pages as requested 5.1.8	1/1 meeting all requirements outlined in 5.1.8		TPOC

Table: PS= Poster;

#### VETTING QUESTIONNAIRE

##### **Vetting Info Content**

***In order to conduct official business with the United States Government, all contractors are required to provide the following company and personal information:***

Company Owner Names

Company Name

Address

Phone Number - Office

Phone Number - Cell

Email Address(es)

Type of Business

##### Owner/Operator's biographical information:

Date of birth

Place of birth

Phone Number - Office

Phone Number - Cell

Email Address (es)

Nationality

***Responses for quotes and proposals that are missing this important information will not be evaluated for award.***

#### INVOICE INSTRUCTIONS

##### **INVOICE INSTRUCTIONS**

Provide the following information on the invoice:

--Name and Address of the Vendor

--Invoice date and number

--Contract number

--Description of service and price per CLIN

--Identify the contract line item(s) on the payment request that reasonably reflect contract work performance

--Separately identify a payment amount for each contract line item included in the payment request

--Name and address of Contracting Officer

**See Contracting Officer on the original contract or the latest modification**

CJTF HOA

PSC 831 BOX 0013

FPO AE 09363

--EFT Banking information to include:

**SWIFTCODE, Bank Name, Bank Address, Bank Account Number.**

--Include the following statement at the bottom of all invoices:

"I CERTIFY THAT THE CHARGE(S) LISTED  
ON THIS INVOICE IS/ARE VALID AND  
PROPER FOR PAYMENT AND THAT THE  
GOODS/SERVICES HAS/HAVE BEEN RECEIVED  
BY THE GOVERNMENT"

PRINT: \_\_\_\_\_

SIGN : \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTE:** Your payment will be in the currency your invoice is in. In other words, since this contract is in USD, then your invoice should be in USD, and you will be paid in US Dollars.

## **US GOVERNMENT POINT OF CONTACT**

### **Contracting Officer**

**See Contracting Officer on the original contract or the latest modification**

TEL: 253-21-350-099

**Submit invoice to:**

[africom.cldj.hoa-cco.mbx.cco@mail.mil](mailto:africom.cldj.hoa-cco.mbx.cco@mail.mil)  
[Nathean.w.stoner.mil@mail.mil](mailto:Nathean.w.stoner.mil@mail.mil)

Payment terms are NET 30 days.